

C.5

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: March 15, 2005

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR PRELIMINARY AND FINAL DESIGN – POLICE EVIDENCE/VEHICLE PROCESSING AREA, PROJECT NO. 100785 (04-CI-90)**

I. RECOMMENDED ACTION

Move to approve that Ivary & Associates is the most qualified firm to provide architectural design services for the Police Evidence/Vehicle Processing Area, Project No. 100785 (04-CI-90), that the fair and reasonable price is \$110,000 plus \$15,000 for contingencies for a total amount of \$125,000, and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Director of Public Works	556-2733
Ron Grant, Construction Division Manager	556-2742
Rob Crittenden, Project Manager	556-2838

III. DESCRIPTION

A Background

The current City of Redmond Public Safety Building was designed in the 1980s, and contains a relatively small area for standard evidence processing and virtually no area for processing of vehicle evidence. The existing vehicle storage area is secured by a chain link fence in the basement parking garage area, has poor lighting, and is open to the weather. The purpose of the new Police

Evidence/Vehicle Processing Area is to provide a larger secure space for evidence collection and processing. The Police Department needs the ability to lift a vehicle to examine the undercarriage of suspect vehicles for trace evidence, to place a vehicle and other evidentiary items in a totally blacked out room and search it with a special light source, and to conduct thorough legally defensible examinations of vehicles and other evidence. Finally, the department needs space to allow for the indoor storage and security of their SWAT vehicle and their investigations van.

The Police Evidence/Vehicle Processing Area will include the following elements:

- Construction of approximately 3,300 square feet on the north side of the existing Public Safety Building.
- An evidence processing lab including specific areas for fingerprinting, blood drying and secure evidence storage, together with the ability to be totally darkened for specialized analysis.
- A secured enclosed holding area for up to three impounded vehicles.
- A vehicle lift capable of lifting a passenger car or small truck.
- A secured enclosed parking area for up to three large police vehicles (largest vehicle size approximately 10 feet wide by 30 feet long).

B. Consultant Selection

For this project, three firms from the City's 2004-2005 consultant roster were asked to submit proposals. Public Works and Police staff members evaluated the proposals and determined that Ivory & Associates was the most qualified to perform the work. Copies of each firm's proposal are on file with the Construction Division and are available to the Council on request.

Ivory & Associates is considered the most qualified firm to provide preliminary design, final design and construction services for this project. Their proposal and strong performance in an interview with the selection committee were influential in the decision process.

Negotiations were then held with Ivory & Associates to finalize the scope of work and complete the agreement. The attached consultant agreement is the City's standard agreement form. The City Attorney and Risk Manager will review and approve the agreement prior to signature by the Mayor.

IV. IMPACT

A. Service Delivery

The agreement will authorize preliminary and final design for the Police Evidence/Vehicle Processing Area.

B. Fiscal

The City Council approved the use of monies to construct this project from the Police CIP Public Safety Building Replacement Fund at the July 6, 2004, meeting.

Estimated Project Costs

Design	\$ 125,000
Construction	825,000
Construction Engineering	60,000
City Administration	40,000
Contingency	<u>50,000</u>
Total Project	\$1,100,000

Project Funding

Public Safety Building Replacement Fund (CIP)	\$1,100,000
---	-------------

V. ALTERNATIVES

Council can choose not to approve the agreement. This would require staff to select and negotiate an agreement with another firm, causing delays in implementing the project.

VI. TIME CONSTRAINTS

The design of this project needs to begin soon in order to begin construction in the spring of 2006. Construction of the Police Evidence/Vehicle Processing Area will begin following substantial completion of the new parking structure on the City campus.

Notice to Proceed	March 2005
Complete Final Design	February 2006
Begin Construction	March 2006

VII. LIST OF ATTACHMENTS

- A. Vicinity Map (Site Layout Plan)
- B. Consultant Agreement

s/s

David Rhodes, Director of Public Works

3/4/05

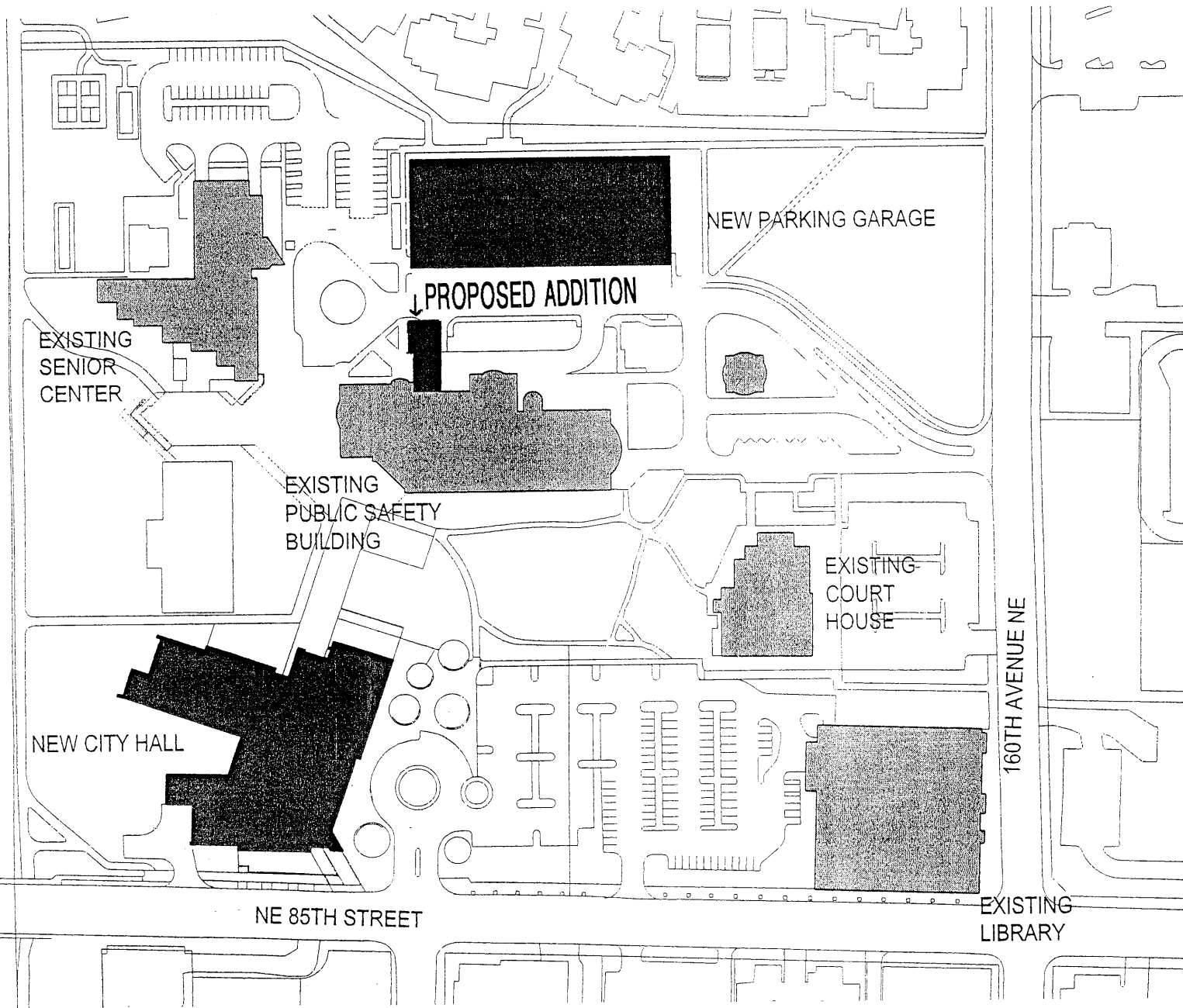
Date

Approved for Council Agenda **s/s**

Rosemarie Ives, Mayor

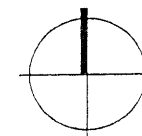
3/5/05

Date



SITE LAYOUT PLAN

NO SCALE



ATTACHMENT A

ATTACHMENT B

CONSULTANT AGREEMENT	
PROJECT TITLE Police Evidence/Vehicle Processing Area	WORK DESCRIPTION Provide Architectural and Engineering services required for the design of a Police Evidence/ Vehicle Processing Area.
PROJECT NO. Redmond CIP Project No. 100785 (04-CI-90)	
CONSULTANT Ivary & Associates	CONSULTANT ADDRESS 551 NE 65 th Street Seattle, WA, 98115 Phone: (206) 525-8020 Fax: (206) 525-8021 e-mail: ivary@nwlink.com
FEDERAL I.D. NO. 91-1554943	
MAXIMUM AMOUNT PAYABLE \$125,000	COMPLETION DATE March 2006

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or

refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180.

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of the AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law

of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising out of work provided for in this contract.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the Consultant, the CITY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by this AGREEMENT. The CITY reserves the right to require complete certified copies of all required insurance policies at any time.

All insurance shall be obtained from insurance companies authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance as outlined above within 14 days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV
ENDORSEMENT OF PLANS

The CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

XVI
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XVI
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

CITY OF REDMOND

By: _____

By: _____
Rosemarie Ives, Mayor

Title: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

During the term of this Agreement the Consultant shall provide architectural services in connection with the following project:

Police Evidence/Vehicle Processing Area Redmond CIP Project No. 100785

This Scope of Work shall include furnishing of all services and materials to accomplish the work as indicated herein. The Consultant shall prepare a design for the Police Evidence/Vehicle Processing Area for City review, and prepare the final plans, specifications and a cost estimate (PS&E) for the project to be advertised for public bid. Major work items shall include the following:

A. Inventory

Base Map

Prepare a base map for the project area using existing survey information from the City of Redmond, along with plans from past projects and on-going construction around the Public Safety Building on the City's campus. The Consultant will conduct minor field survey to supplement this information. Survey shall be tied to City of Redmond's horizontal and vertical monumentation system. The project area should include the Public Safety Building and any existing and proposed structures, driving surfaces, utilities and landscaping for a distance of 150 feet north of the Public Safety Building. The City will provide drawings showing site development work related to the proposed parking garage to be located on the north side of the existing Public Safety Building.

City Supplied Information

The City of Redmond shall provide the following:

- Coordination/scheduling of meetings with City staff and reviewers, with a minimum of five (5) days prior notice to the consultant.
- Existing City Campus survey information.
- Record drawings and on-going construction drawings currently available (hard copy or electronic as available).
- Standard forms and boilerplate specifications in electronic format.
- The City shall provide geotechnical information prepared for the construction of the Public Safety Building, the new City Hall under construction, and the proposed parking garage for use by the Consultant.

Building Conditions

The Consultant shall conduct site visits as required to record conditions of existing architectural elements, structural framework, and mechanical & electrical systems that will be required to be extended or altered as part of the proposed addition to the Public Safety

Building. The City will provide existing hard copy construction drawings with all as-built documents that are available.

The Consultant shall engage a Geotechnical Engineer to review reports on soil/sub-surface conditions provided by the City. The Geotechnical Engineer shall make on site observation of site conditions and shall make on site inspection of building excavation work to verify soil conditions.

Fee:	
Architectural	\$ 3,960
Subcontractors	
Geotechnical	5,000
Structural	700
Mechanical	530
Electrical	530
Reimbursables	<u>920</u>
Subtotal	\$11,640

B. Preliminary Design and Coordination

Plan Development

Prepare a preliminary design for the Police Evidence/Vehicle Processing Area. Prepare for and attend up to four (4) meetings with City staff to discuss and coordinate design and operation issues. Revise design as needed to address issues.

Pre-Application Meetings

Present preliminary design at pre-application meetings. Prepare for and attend one (1) meeting with City Technical Committee staff and two (2) meetings with the City Design Review Board. Receive comments from both groups and revise design as needed to address issues. The Consultant shall provide ten (10) copies of documents for review by Staff and Technical Committee and ten (10) half size copies of documents for the City Design Review Board. The drawings shall include: Site Plan, conceptual landscape plan, floor plans, proposed structural framing/foundation system, outline HVAC and plumbing plan, outline electrical power/lighting plan.

Fee:	
Architectural	\$11,000
Subcontractors	
Structural	3,500
Mechanical	2,600
Electrical	2,600
Landscape	950
Reimbursables	<u>1,310</u>
Subtotal	\$21,960

C. City Design Approval

Site Plan Entitlement

Prepare a site plan entitlement package for the Police Evidence/Vehicle Processing Area for submittal to City Technical Committee and to City Design Review Board for the purpose of receiving a site plan approval letter. Prepare for and attend up to two (2) meetings with Design Review Board for formal consultation and approval of site plan. Revise design plans and resubmit at least one (1) time to City Technical Committee and up to two (2) times to City Design Review Board. The Consultant shall provide the required number of drawings for review by the Technical Committee and for the City Design Review Board. The Consultant shall provide the required number of copies of calculations, photos and supporting materials as required for the City to conduct the review process.

SEPA Checklist

Complete State Environmental Policy Act (SEPA) checklist for submittal to City Technical Committee for the purpose of receiving a Determination of Non-Significance (DNS). Revise SEPA checklist and resubmit at least one (1) time to City Technical Committee. The City will provide a copy of the SEPA application form and the City's standard environmental checklist to the Consultant. The consultant shall provide the required number of copies to the City for their review of the completed SEPA Checklist.

Fee:

Architectural	\$5,000
Subcontractors	
Landscape	4,050
Reimbursables	<u>700</u>
Subtotal	\$9,750

D. Permit Documents**Building Permit Submittal**

Prepare drawings, studies and calculations for the Police Evidence/Vehicle Processing Area for submittal to the City Building Department for the purpose of receiving a building permit. Revise drawings, studies and calculations and resubmit as required to obtain permit approval from the City Building Department, Public Works Department, and Fire Department. The Consultant shall provide required number of copies of drawings, calculations and support material as required for the City to conduct the permit review process. At the 70 % review period with City Staff, the Consultant shall provide ten (10) sets of Drawings and two sets of the construction cost estimate.

Construction Cost Estimate

Submit cost estimate for 70% review by City staff.

Fee:	
Architectural	\$28,000
Subcontractors	
Structural	6,300
Mechanical	4,730
Electrical	4,730
Reimbursables	<u>3,070</u>
Subtotal	\$46,830

E. Construction Documents

Prepare final plans and details for construction of the Police Evidence/Vehicle Processing Area, including, but not limited to, the following:

- Architectural/Structural drawings and details
- Mechanical, Plumbing, and Electrical drawings and details
- Foundation plans and calculations
- Curb, gutter and sidewalk construction
- Storm drainage and water/sewer connections
- Landscape installation/restoration

Submit the plans, specifications for 90% level review by City staff. City will provide Division 1 of 2004 WSDOT Standard Specifications. Consultant will prepare additional specifications in Construction Specifications Institute (CSI) format. Prepare cost estimate for project. The City of Redmond will provide existing forms and boilerplate language to extent possible for consultant to use in formatting and completing bid documents. The Consultant shall provide ten (10) sets of drawings and specifications for City staff at the 90% level review.

Fee:	
Architectural	\$ 8,000
Subcontractors	
Structural	2,100
Mechanical	1,580
Electrical	1,580
Reimbursables	<u>920</u>
Subtotal	\$14,180

F. Bid Period

Bid Documents

The Consultant shall provide the City with 40 sets of Bid Documents including the City's contract documents, project drawings, specifications, details, and prevailing wage information.

The City will issue the Bid Documents to Plan Centers and interested Contractors.

Pre-Bid

The Consultant shall assist the City in issuing project invitation to bid to qualified contractors, and shall assist in conducting a pre-bid walk-through of the existing facility for interested contractors. The Consultant shall answer questions from contractors during the bid period and shall issue clarification of drawing or specification condition and shall assist the City in issuing any Addendum.

Bid Review

The Consultant shall assist the City in reviewing and evaluating bids submitted from contractors and shall make recommendation for award of contract to contractor.

Fee:

Architectural	\$ 600
Subcontractors	
Structural	200
Mechanical	200
Electrical	200
Reimbursables	<u>2,880</u>
Subtotal	\$4,080

G. Construction Services

Document Review

Provide interpretation of plans and specifications on an as needed basis. Provide clarification on project questions from contractor and assist the City in preparing construction change order documentation as required.

Construction Review

Attend weekly scheduled site visits with the City Construction Administration Staff and the contractor to review progress and quality of work. The consultant shall assist the City in reviewing and approving application of progress payments from the contractor.

Submittal Review

The Consultant shall review for approval submittals from the contractors that shall include shop drawings, product material, and material samples.

Fee: The architectural and engineering fees for the Construction Services Phase are to be determined prior to the completion of Phase F, Bid Period.

H. Record Documents

As-Built Drawings

The Consultant shall prepare record drawings from information provided by the construction contractor and the City of Redmond. Record drawings shall conform to City of Redmond standards as outlined in the City's Standard Specifications and Details.

Fee: The architectural and engineering fees for the Construction Services Phase are to be determined prior to the completion of Phase F, Bid Period.

END

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Inspection of Cost Records

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

7. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

EXHIBIT C
CONSULTANT FEE DETERMINATION

PROJECT: Police Evidence/Vehicle Processing Area

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal	234	x	\$90		\$ 21,060
Designer/CADD Draft I	320	x	\$60		19,200
CADD Draft II	326	x	\$50		<u>16,300</u>
	TOTAL			=	\$ 56,560

REIMBURSABLES:

"Itemized" = \$ 9,800

See Scope of Work for breakdown of
Reimbursables by Phase (including B&O taxes)

SUBCONSULTANT COSTS (See Exhibit D): = \$ 42,080

TOTAL = \$108,440

CONTINGENCIES: = \$ 16,560

GRAND TOTAL: = **\$125,000**

EXHIBIT D
SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONTRACTOR</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
GeoEngineering Geotechnical Engineer	Analysis of existing soil conditions	\$ 5,000
Hewitt Architects Landscape Architect	Landscape Design	5,000
PWA Engineers Structural Engineer	Engineering of foundation and framework	12,800
McGowan/Broz Engineers Mechanical & Electrical Engineers	Engineering of HVAC & piping systems, fire, power, lighting, comm./security systems	<u>19,280</u>
	TOTAL =	<u>\$42,080</u>